

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				_____ (Signature of Contracting Officer)			

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Item 9, (Amendment of Solicitation No. - Dated), and 10, (Modification of Contract/Order No. - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.

(1) Accounting classification _____
Net increase \$ _____

(2) Accounting classification _____
Net decrease \$ _____

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$ _____

(ii) Total contract price decreased by \$ _____

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

1. The specifications and drawings for Invitation No. DACW64-03-B-0028, Dredging, Matagorda Peninsula to Point Comfort in Matagorda and Calhoun Counties, Texas, Matagorda Ship Channel, Texas, advertised 10 June 2003, and for which bids are rescheduled to be opened on 14 July 2003, are hereby modified as follows:

Specifications.

SECTION 02482 DREDGING (Issued with Amendment No. 0001. - The enclosed new SECTION 02482 entitled DREDGING supersedes that issued with Amendment No. 0001 to this Invitation.

2. This amendment shall be attached to, and become a part of, the specifications.

Encl

SECTION 02482

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SECTION 02482 - DREDGING**PART 1 - GENERAL**

1.1 SCOPE OF WORK. The work in this Section consists of furnishing plant, labor, materials, and equipment and performing the work required by these specifications, schedules, and drawings forming parts thereof for dredging Matagorda Ship Channel, Texas, Matagorda Peninsula to Point Comfort as follows:

Required Depth Below MLT (Feet)	Required Width (Feet)	From Station	To Station	Distance Between Stations (Feet)
MATAGORDA PENINSULA TO POINT COMFORT				
38	200	9+000	78+100	69,100
38	200-250	78+100	78+200	100
38	250	78+200	78+400	200
38	250-200	78+400	78+500	100
38	200	78+500	95+575	17,075
38	200-387	95+575	97+445	1,870
38	387-346	97+445	97+531	86
38	346-300	97+531	97+653	122
38	300	97+653	99+604	1,951
38	300-346	99+604	99+726	122
38	346-387	99+726	99+771	45
38	387-200	99+771	101+641	1,870
38	200	101+641	110+274	8,633
38	200-399	110+274	111+601	1,327
38	399-355	111+601	111+731	130
38	355-300	111+731	111+897	166
38	300	111+897	113+805	1,908
38	300-355	113+805	113+971	166
38	355-399	113+971	113+981	10
38	399-200	113+981	115+308	1,327
38	200	115+308	115+759	451
38	200-358	115+759	116+074	315
38	358-458	116+074	116+251BK	177*
38	458-990	116+223FW	116+223FW	0
38	990	116+223FW	116+734	511
38, 29	990-1284	116+734	117+223FW	489
36, 29	1284-1352	117+223FW	117+336	113
36, 29	1352-450	117+336	118+302	966
36	450-345	118+302	118+502	200
* See Equation on Drawing			TOTAL	109,530

1.1.1 The varying bottom width(s) and lengths to be dredged are shown on the drawings referred to in the SPECIAL CONTRACT REQUIREMENTS, STANDARD CLAUSE entitled CONTRACT DRAWINGS AND SPECIFICATIONS. The Contractor shall remove sufficient material to provide the limiting side and end slopes specified in the Paragraph: OVERDEPTH, SIDE AND END SLOPES, below.

1.2 SUBMITTALS shall be submitted as specified herein.

1.3 LOCATION. Matagorda and Lavaca Bays are located on the central coast of Texas approximately 120 miles southwesterly from Galveston, Texas and approximately 80 miles northeasterly from Aransas Pass, Texas.

1.4 OBSTRUCTION OF CHANNEL. The Government will not undertake to keep the Channel free from vessels or other obstructions, except to the extent of the regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917. The Contractor will be required to conduct the work using a method that will obstruct navigation as little as possible, and if the Contractor's plant does obstruct the Channel and makes the passage of vessels difficult or endangers them, the plant shall be promptly moved on the approach of a vessel as far as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles, and other marks placed under this contract.

1.5 TEMPORARY REMOVAL OF AIDS TO NAVIGATION. The temporary removal or changes in locations of channel markers may be required to facilitate dredging operations. The Contractor shall notify the Contracting Officer at least 21 days prior to the date that the removal or change in location of channel markers will be required so the U.S. Coast Guard can perform the work and so navigation interests may be informed sufficiently in advance of the proposed removal or change in location.

1.6 NOTIFICATION PRIOR TO COMMENCEMENT OF DREDGING OPERATIONS. The Contractor shall notify the Area Engineer, at the Southern Area Office, in writing, at least 10 days prior to commencement of dredging operations, the location or locations at which a dredge or dredges will be placed on the work. This information is required in addition to the progress charts and schedules provided for in the CONTRACT CLAUSE entitled SCHEDULE FOR CONSTRUCTION CONTRACTS.

1.7 UTILITIES ACROSS THE LIMITS OF DREDGING. The following bridge, tunnels, overhead lines, and submerged lines cross the areas to be dredged:

Approximate Station	Description	Owner
42+822	One 3-inch P/L	Goldston Oil Corporation Permit No. 3573
42+842	One 16-inch P/L	Dow Chemical Company Permit No. 6729
73+212	Two 2-1/2-inch P/L's Two 8-inch P/L's	Lavaca Pipeline Company Permit No. 4566
76+579	One 6-5/8-inch P/L	Delhi Gas Pipeline Co. Permit No. 4702
83+236	One 8-inch P/L Two 4-inch P/L's One 2-inch P/L	Exxon Corporation Permit Nos. 3552, 3555, 3556
91+330	One 30-inch P/L	Texas Eastern Transmission Company Permit No. 3580

EVERY EFFORT HAS BEEN MADE TO GIVE ALL PERTINENT DETAILS ON THE LOCATION OF THE PIPELINES. THE DATA FURNISHED ON THE PLANS ARE BELIEVED TO BE SUBSTANTIALLY CORRECT. HOWEVER, THE EXACT LOCATIONS MAY VARY FROM THAT SHOWN: THEREFORE THE CONTRACTOR SHALL COOPERATE WITH THE RESPECTIVE OWNERS TO ESTABLISH THE ACTUAL POSITION OF THE PIPELINES. THE U.S. ARMY CORPS OF ENGINEERS PERMITS OF THE RESPECTIVE PIPELINES AND PREVIOUS SURVEYS ARE AVAILABLE IN THE SOUTHERN AREA OFFICE.

THE FOLLOWING IS FURNISHED FOR INFORMATION TO VERIFY PIPELINE OWNERSHIPS:

Texas Excavation Safety System
(Dig-Tess) 1-800-344-8377.

1.8 WORK COVERED BY THE CONTRACT PRICE.

1.8.1 Mobilization and Demobilization. The contract lump sum price for "Mobilization and Demobilization" shall include the costs in connection with mobilization and demobilization of the plant necessary to perform work under the various bid items. The contract price shall include transportation and other costs incidental to delivery of the plant and other equipment to the general work area in condition ready for operation and, after the completion of the work, for removal of the plant and equipment from the work sites.

1.8.2 Dredging. The contract price per cubic yard for "Dredging" shall include the cost of removal and placement of the material as specified in Paragraphs: CHARACTER OF MATERIALS and PLACEMENT OF EXCAVATED MATERIAL below. The contract price per cubic yard for "Dredging" shall also include costs for laying, removing, and handling of pipelines to and at the Placement Areas and for the procurement of materials and construction of ramps or installation of culvert pipes that may be necessary in connection with the laying of shore pipelines.

1.9 CHARACTER OF MATERIALS.

1.9.1 Material. The material to be removed to restore the depths within the limits specified in the Paragraph: SCOPE OF WORK, above, is composed of shoals of silt, sand, clay and shell that have accumulated over a period of time; however, some virgin material may be encountered in allowable overdepth, or side slope dredging. Bidders are expected to examine the work site and the records of previous dredging, which are available in the Southern Area Office, and after investigation decide for themselves the character of the materials.

1.9.2 Debris. Other materials, including scrap, rope, wire cable, snag, and stumps may be encountered in the specified limits and overdepth dredging. No separate payment will be made for removal and disposal of this debris.

1.10 MEASUREMENT.

1.10.1 Dredging. The total amount of material removed shall be measured by the cubic yard in-place. The measurements shall be made by computing the volume between the bottom surface shown by fathometer soundings of the last survey made before dredging and the bottom surface shown by the fathometer soundings of a survey made as soon as practicable after the entire work specified in the Paragraph: SECTIONS below, has been completed and included within the limits of the overdepth and side and end slopes specified in the Paragraph: OVERDEPTHS, SIDE AND END SLOPES below, less deductions that may be required for misplaced material specified in the Paragraph: PLACEMENT OF EXCAVATED MATERIAL below.

1.10.2 Ledge Rock. If ledge rock is present, the amount removed and to be paid for will be measured by the cubic yard in-place by computing the volume between the top surface of the rock as shown by the probings of the last survey made before drilling and blasting and the bottom surface shown by a probing survey made before drilling and blasting and the bottom surface shown by a probing survey made as soon as practicable after completion of the work and included within the limits of the overdepth, side and end slopes specified in the Subparagraph: Table of Allowable Overdepth, Side and End Slopes below, less deductions that may be required for misplaced materials specified in the Paragraph: PLACEMENT OF EXCAVATED MATERIAL, below. The quantity of material other than ledge rock removed and to be paid for will be determined by subtracting the quantity of ledge rock as measured above, from the total quantity of material removed and to be paid for.

1.10.3 Electronic Positioning. In using electronic positioning the Government will make a corrective adjustment, if applicable, in the volume computation process to compensate for the repeatability tolerance of the electronic positioning equipment, between "before-dredging" and "after-dredging" surveys. The amount of this adjustment will be limited to a shift of plus or minus 3 meters on an azimuth from the baseline normal to the centerline of the cut, of the "after-dredging" survey with respect to the "before-dredging" survey. Adjustments made in "after-dredging" cross sections will also result in a similar adjustment to the "before-dredging" cross sections in the area not dredged. The horizontal control points shown are the control points the Government will use to perform electronic surveys on the waterway. The Government does not guarantee permanent access to these control points, therefore, it may be necessary for the Contractor to establish its own network of survey points from these survey points or from other U.S. Coast and Geodetic Survey (USCGS) monuments. Location and description of the horizontal control points which the Government plans to use to perform electronic surveys on the Matagorda Ship Channel project is available at the Southern Area Office, Corpus Christi Location. The Contractor shall be responsible for establishing its own reference line to conduct hydrographic surveys and dredging operations if electronic positioning equipment is not used.

1.10.4 Drawings. The drawings already prepared as specified in the SPECIAL CONTRACT REQUIREMENTS, STANDARD CLAUSE entitled CONTRACT DRAWINGS AND SPECIFICATIONS represent conditions existing as of the date of their preparation (average existing conditions). However, to reflect anticipated shoaling or scour occurring between the dates of preparation of the drawings and the dates of the "before-dredging" sections, the estimated dredging quantities shown in the Bidding Schedule have been adjusted accordingly. The depths and elevations shown thereon will be verified and corrected by fathometer soundings taken by the Government before dredging. Determination of quantities removed and the deductions made therefrom to determine quantities by in-place measurement to be paid for in the area specified, after having once been made will not be reopened, except on evidence of collusion, fraud, or obvious error.

1.11 PAYMENT.

1.11.1 Mobilization and Demobilization. Payment for this item will be made at the contract lump sum price for "Mobilization and Demobilization", pursuant to the conditions of the SPECIAL CONTRACT REQUIREMENTS, STANDARD CLAUSE entitled PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

1.11.2 Dredging. Payment will be made at the contract unit price per cubic yard for bid item entitled "Dredging". Monthly partial payments will be based on approximate quantities determined by fathometer soundings or sweepings taken behind the dredge.

PART 2 - PRODUCTS

2.1 BRIDGE-TO-BRIDGE RADIO-TELEPHONE EQUIPMENT. Dredge and self-propelled attendant floating plant shall be radiotelephone equipped to comply with the provisions of the Vessel Bridge-to-Bridge Radiotelephone Act (Public Law 92-63). This will require, as a minimum, the radiotelephone equipment capable of transmitting and receiving on 156.65 MHZ (Channel 13). Multi-channel equipment will also require 156.8 MHZ (Channel 16). Dredge tugs and tenders will be considered towing vessels within the meaning of the Act.

PART 3 - EXECUTION

3.1 ESTIMATED QUANTITIES.

3.1.1 Required Dredging Prism. The total estimated quantities of material necessary to be removed from the required dredging prism, exclusive of allowable overdepth, to complete the work specified in the Paragraph: SCOPE OF WORK above, is 3,468,000 cubic yards in-place measurement, including anticipated shoaling occurring prior to the dates of the "before-dredging" sections.

3.1.2 Overdepth. The maximum amount of allowable overdepth dredging is estimated as 1,599,000 cubic yards in-place measurement, including anticipated shoaling occurring prior to the dates of the "before-dredging" sections.

3.1.3 Estimated Quantities. Within the limit of available funds, the Contractor will be required to excavate the entire quantity of material necessary to complete the work specified in the Paragraph: SCOPE OF WORK above, be it more or less than the amounts above estimated. The work is to be done in accordance with this contract and at the contract price or prices, subject to the provisions of NON-REGULATED SPECIAL CONTRACT REQUIREMENTS CLAUSE entitled VARIATIONS IN ESTIMATED QUANTITIES - DREDGING.

3.2 SECTIONS. For the purpose of acceptance, the dredging work Items on the Bidding Schedule are divided into Sections, as follows:

Section No.	From Station	To Station	Length of Section (Feet)	(1)(2) Prescribed Depth (CY)	(2) Allowable Overdepth (CY)	(2) Total Estimated (CY)
MATAGORDA PENINSULA TO POINT COMFORT						
22	9+000	15+000	6,000	39,000	56,000	95,000
21	15+000	20+000	5,000	67,000	61,000	128,000
20	20+000	25+000	5,000	99,000	64,000	163,000
19	25+000	30+000	5,000	158,000	70,000	228,000
18	30+000	35+000	5,000	124,000	70,000	194,000
17	35+000	40+000	5,000	123,000	77,000	200,000
16	40+000	45+000	5,000	95,000	63,000	158,000
15	45+000	50+000	5,000	104,000	69,000	173,000
14	50+000	55+000	5,000	110,000	69,000	179,000
13	55+000	60+000	5,000	123,000	68,000	191,000
12	60+000	65+000	5,000	141,000	69,000	210,000
11	65+000	70+000	5,000	122,000	68,000	190,000
10	70+000	75+000	5,000	135,000	70,000	205,000
9	75+000	80+000	5,000	68,000	48,000	116,000
8	80+000	85+000	5,000	136,000	68,000	204,000
7	85+000	90+000	5,000	159,000	71,000	230,000
6	90+000	95+000	5,000	131,000	64,000	195,000
5	95+000	100+000	5,000	310,000	105,000	415,000
4	100+000	105+000	5,000	275,000	83,000	358,000
3	105+000	110+000	5,000	305,000	74,000	379,000
2	110+000	115+000	5,000	469,000	109,000	578,000
1B	115+000	117+223	2,251*	146,000	89,000	235,000
1A	116+734	118+502	1,768	29,000	14,000	43,000
TOTAL			110,019	3,468,000	1,599,000	5,067,000
<p>(1) The term "prescribed depth" is synonymous with the term "required depth" and "required dredging prism" used elsewhere in these specifications.</p> <p>(2) Includes anticipated shoaling.</p> <p>* See Equation on Drawing</p>						

3.3 ORDER OF WORK. The Contractor shall commence dredging with Section No. 22 and complete the remaining Sections in the order it desires.

3.4 PLACEMENT OF EXCAVATED MATERIAL.

3.4.1 General. The Contractor shall inspect the proposed Placement Areas to ensure that using the Areas for placement operations will not place it in violation of the applicable Federal, State, or local statutes concerning fish and wildlife. Particular statutes which the Contractor shall consider include, but are not limited to, the Federal Migratory Bird Treaty Act and the Endangered Species Act of 1973. The material excavated shall be transported and deposited in the Placement Areas shown. Except as otherwise noted, material will not be deposited or allowed to flow into project channels, a bayou or stream tributary to the Corpus Christi Ship Channel, an existing drainage outlet ditch, canal, water intake, or outlet facility, nor shall materials be allowed to flow onto improved areas including highways and roads in or adjacent to the Placement Areas. In the event a stream, bayou drainage outlet, ditch, canal, water intake or outlet facility becomes shoaled as a result of the dredging or placement operations, the Contractor shall promptly remove these shoals and the material shall be placed in the Placement Areas. Dragging or washing operations to remove the shoals will not be permitted. Holes dug on the banks for deadmen or anchorage shall be filled. The Contractor shall adequately inspect its placement operations in the Placement Areas daily to reduce the possibility of accidental breaching of levees and spillway with resulting spillage of dredged materials outside the Area. If levee failures occur while materials are being pumped into the Placement Areas, dredging operations shall be stopped immediately, and deposit of the material in the Area shall not be resumed until the confining structures have been restored to an approved condition. Materials shall be deposited so that no water is impounded and natural drainage is not obstructed. Once placement operations are completed in a confined area for which the Placement Area is being used, the boards on the spillway of that Placement Area shall be removed at a proper rate to allow drainage of the Area. Every effort has been made to give the pertinent details on the location of utility pipelines, structures, and other facilities that may be encountered in performing the levee and spillway work. The data shown is substantially correct. However, the Contractor shall investigate existing conditions and satisfy itself as to the existence of additional construction that may interfere with the work herein specified. In confined Placement Areas, levee and spillway work required shall be completed and accepted prior to commencement of placement operations. Borrow material shall be clean and free of objectionable materials. Confined areas shall be maintained in operational condition until completion and acceptance of the work in this contract. The NON-REGULATED SPECIAL CONTRACT REQUIREMENTS CLAUSE entitled DAMAGE TO WORK is only applicable to damage of levees and other non-dredging items.

3.4.1.1 Placement Area Restrictions. Another Government Contractor may use Placement Area No. 7 for depositing dredged material from another project. To provide a safe operation and to prevent delays to either activity, the Contractor shall coordinate its activities at Placement Area No. 7 with the other Contractor to assure that simultaneous use of Placement Area No. 7 does not occur. The simultaneous use of Placement Area No. 7 is strictly prohibited. If necessary, the Contractor shall adjust its dredging plan to accommodate the work of the other Contractor, as approved.

3.4.2 Placement Areas.

3.4.2.1 Placement Area No. 3. The Contractor shall notify the Southern Area Office 2 days in advance of commencement of work at Placement Area No. 3 to schedule an on-site meeting to discuss layout of pipelines, sequence of material placement, and control of discharge. The Contractor shall also contact Mr. Chester Smith at 3506 Woodcrest, Baytown, Texas 77521 or by telephone at (281) 427-4902 in Baytown or (361) 983-2903 in Port O'Connor to coordinate Placement Area No. 3 construction activities.

- (1) Equipment, Pipeline, and Personnel. In addition to the required equipment and personnel for dredge pipeline operations, the Contractor shall arrange for the following:
 - (i) Two (2) Contractor personnel to be on-site full time.
 - (ii) One (1) operational marsh backhoe.
 - (iii) Additionally, the Contractor shall install two (2) operating Wye values with cutoffs along the pipeline, as directed to accomplish the placement of material at the locations specified.
- (2) Pipe Layout and Access Restrictions. The Contractor shall present at the on-site meeting the methods that will be utilized for accomplishing the specified placement requirements, including pipe layout and Wye value locations and procedures for Wye value operation and drainage of effluent from the site. One (1) Wye value shall be located whereby it can be used to direct discharges of soft fines and water during pipeline washing to an approved location within the discharge corridor to minimize wash loss of previously placed sand. The second Wye value shall be located along the sand placement line, where it can be used to shunt sand from one (1) discharge location to another as required to accomplish the specified placement results. No personnel or equipment will be allowed on the existing island or beyond the existing line of geotextile tubes, except for an area defined and staked during the on-site meeting.
- (3) Discharge Locations and Sequence. Unless otherwise directed, the Contractor shall discharge sand at the following locations and in the following sequence:
 - (i) Material shall be mounded behind the west end of the existing cellular concrete mattresses, behind the existing western-most line of geotextile tubes to a minimum elevation

of +8.0 feet MLT and to cover an area directed by the Contracting Officer. During placement of material the Contractor shall use the marsh backhoe to construct ditches or dikes as necessary to direct effluent back into the discharge corridor in order to minimize material loss outside the corridor. During material placement, the Contracting Officer may direct movement of the discharge point to the next sequenced location or require the use of the Wye value to distribute material between areas.

- (ii) Material shall be mounded to an average minimum elevation of +6.0 feet MLT along the approximate alignment of future cellular concrete mattresses that will be installed by others.
- (iii) Material shall be discharged to construct a continuous mound along the west side of the existing geotextile tube, beginning near the north end of the western geotextile tube and proceeding south. One of the lines from the Wye shall be advanced along a line about 50 feet from the geotextile tube with the second line advanced just behind the first line along a line about 150 feet from the geotextile tube. Upon reaching the south end of the discharge corridor the Contractor shall then advance a third line located about 250 feet from the geotextile tube until completion of dredging. The Contractor shall relocate the discharge points along these lines as often as necessary so that the average elevation of the mounded material is not lower than 1-foot below the top of the geotextile tube. Upon completion of the filling operation, the fill shall be graded and dressed to a generally uniform elevation with a slight grade toward the Bay and with no un-drained pockets, abrupt humps or depressions.
- (iv) Control of Discharge. The Contractor shall utilize the Wye value to direct sand to the discharge locations specified and to direct fines and pipe wash water to the approved discharge locations. The Contractor shall use a spreader or pocket pipe at the ends of the sand discharge pipes to reduce sand wash.

3.4.2.2 Open Water Placement Areas Nos. 6 Through 9, and 15. Designated Placement Areas shall be prominently marked by the Contractor with conspicuous buoys or stakes at each corner. Material will be placed within the limiting lines of the Placement Areas. The dredged material shall be deposited over or beyond the crests of existing dumping grounds wherever they exist. The Contractor shall perform its

operations using a method to prevent the material from flowing back into the Channel. The discharge end of the pipe shall be held at or near the bottom during placement operations to confine the material within the designated Areas. A spreader shall be used at the submerged end of the discharge pipe to distribute the material evenly and to reduce scouring. Material deposited beyond the limiting lines of discharge shall be removed by the Contractor at no additional cost to the Government.

3.4.2.3 Open Water or Partially Emergent Unconfined Placement Area No. 16. There is no height restriction on discharged materials within this Area. Discharge shall be within the discharge corridor shown. Once a discharge point is established, it shall remain at that point until discharge operations within this Placement Area are completed. Points of discharge and elevations will be thoroughly discussed during the Pre-construction Conference. The limiting lines of discharge denoting the Placement Area shall be prominently marked by the Contractor with conspicuous buoys or stakes at each corner. No material shall be placed outside of these limiting lines of discharge which define the Placement Area. Material deposited beyond these limiting lines of discharge shall be removed by the Contractor at no additional cost to the Government. Discharge in this Placement Area shall be made over and beyond the crest of the existing mounds of previous deposits. A spreader shall be used at the end of the discharge pipe to distribute the material evenly and to reduce scouring. Movement of pipeline and equipment on the vegetated parts of this Placement Area is prohibited. Damage to brushy or woody vegetation is prohibited. No operations are to be conducted within this Placement Area if nesting birds are present. The nesting season generally extends from about 1 March through 31 August.

3.4.2.4 Open Water or Partially Emergent Unconfined Placement Areas Nos. 10, 12, 14, and 17 Through 19. There is no height restriction on discharged materials within these areas. Once a discharge point is established, its movement should be minimized to increase the size of existing emergent areas. Points of discharge and elevations will be thoroughly discussed at the Pre-Construction Conference. The limiting lines of discharge denoting the Placement Areas shall be prominently marked by the Contractor with conspicuous buoys or stakes at each corner. No material shall be placed outside of these limiting lines of discharge, which define the Placement Areas. Material deposited beyond these limiting lines of discharge shall be removed by the Contractor at no additional cost to the Government. Discharge in these Placement Areas shall be made over and beyond the crest of existing mounds of previous deposits. The discharge end of the pipe shall be held at or near the bottom during placement operations to confine the material within the designated Areas. A spreader shall be used at the submerged end of the discharge pipe to distribute the material evenly and to reduce scouring.

3.4.2.5 Points of Discharge.

- (1) Placement Area Nos. 10 and 14. Relocation of the point of discharge shall managed to allow material to become emergent.

- (2) Placement Area No. 12. The point of discharge shall be located in the southwest corner of the Placement Area and the discharged materials shall be directed southeastward towards the already emergent island located between Placement Area Nos. 11 and 12.

3.4.2.6 Distribution of Dredged Material. The material dredged from the Channel sections specified in this contract shall be distributed in the Placement Areas designated according to the TABLE OF DISTRIBUTION OF DREDGED MATERIAL below:

TABLE OF DISTRIBUTION OF DREDGED MATERIAL			
STARTING CHANNEL STATION	ENDING CHANNEL STATION	SECTION NO.(S) OF CONTRACT	PLACEMENT AREA NO.(S)
MATAGORDA PENINSULA TO POINT COMFORT			
9+000	15+000	22	3
15+000	20+000	21	6
20+000	25+000	20	7
25+000	30+000	19	7
30+000	35+000	18	8
35+000	40+000	17	8
40+000	45+000	16	9
45+000	50+000	15	9
50+000	55+000	14	10
55+000	60+000	13	10
60+000	65+000	12	10
65+000	70+000	11	12
70+000	75+000	10	12
75+000	80+000	9	14
80+000	85+000	8	14
85+000	90+000	7	15
90+000	95+000	6	15
95+000	100+000	5	16
100+000	105+000	4	17
105+000	110+000	3	18
110+000	115+000	2	19
115+000	118+502	1A, 1B	19

3.4.3 Pipelines.

3.4.3.1 Location Details. Every effort has been made to give pertinent details on the locations of utility pipelines and other facilities that may be encountered in trenching or jacking operations. The data shown are substantially correct. However, the Contractor shall investigate existing conditions and satisfy itself as to the existence of additional construction that may interfere with pipeline laying herein specified.

3.4.3.2 Submerged Pipeline Sections. If the Contractor elects to use a submerged section in the dredge discharge pipeline for crossing a navigable channel it may do so without the formality of obtaining a Department of the Army permit for work on structures in navigable waters. However, three (3) copies of detailed plans of the submerged section shall be submitted and approved prior to use of the submerged section. The plans shall indicate clearly the width and depth of the navigation opening and the method used to mark it by day and by night for the safety of navigation. The minimum bottom width of the submerged section shall not be less than 200 feet wide for channels whose authorized width is greater than 200 feet. The minimum bottom width of the submerged section for channels whose authorized width is less than 200 feet shall be the width of the authorized Federal Channel. The highest point on the pipe or ball connection occurring across the bottom width of a submerged section shall not be higher than 38 feet below Mean Low Tide in the Matagorda Ship Channel project. Lighted buoys, meeting the requirements of U.S. Coast Guard Regulation 33 C.F.R. 62.25, shall be provided by the Contractor to mark the navigation opening. A red buoy exhibiting a quick flashing red light shall be used to mark the right side of the opening and a black buoy exhibiting a quick flashing green light shall be used to mark the left side of the opening. The frequency of the flashes shall be not less than 60 per minute. "Right side" and "left side" of the opening shall be in conformance with the lateral system of buoyage established by the U.S. Coast Guard. Requirements for the lighted buoys and description of the lateral system will be found in the U.S. Coast Guard publication CG 208 entitled "Aids to Navigation." Lights to be displayed on pipelines shall be in accordance with U.S. Coast Guard Regulation 33 C.F.R. 80.23.

3.4.4 Unauthorized Placement of Material.

3.4.4.1 Misplaced Excavated Material. Excavated material that is deposited other than in places designated or approved will not be paid for and the Contractor may be required to remove the misplaced excavated material and deposit it where directed without cost to the Government.

3.4.4.2 Debris Disposal. During the progress of the work, the Contractor shall not deposit worn out discharge pipe, wire rope, scrap metal, timbers, other rubbish or obstructive material in the Placement Areas, except as specified herein, or along the banks of the navigable waters. This material, together with scrap, rope, wire cable, piles, pipe, or other obstructive material that may be encountered during the dredging operations, shall be disposed by the Contractor at approved locations.

3.4.5 Easements. Permits authorizing the laying of shore pipe, and for placement of dredged material in the Placement Areas, are on file and available for examination in the offices of the U. S. Army Corps of Engineers, Southern Area Office, 1920 North Chaparral, Corpus Christi, Texas and in the Galveston District Office, Jadwin Building, 2000 Fort Point Road, Galveston, Texas. The instruments authorizing the laying of shore pipelines may contain certain restrictions relative to specific route, location, and general use of the land. These instruments form a part of these specifications and the Contractor shall strictly comply with the terms thereof.

3.4.6 Preservation of Public and Private Property.

3.4.6.1 Damages. Fences, roads, ditches, private or public grounds, and other structures or improvements damaged as a result of the Contractor's operations herein specified shall be repaired or rebuilt by the Contractor at its expense. The areas used by the Contractor in laying and maintaining pipelines shall be restored to the same or as good a condition as existed prior to commencement of the work. Upon completion of the work, the ends of culverts shall be fully closed with wooden bulkheads and trenches and bank cuts shall be backfilled to original ground level.

3.4.6.2 Accountability and Restoration. The Contractor shall preserve and protect the existing informational and directional signs, camp facilities, water wells and tanks, station markers, mile markers, and mooring piles which have been established along either bank of the Waterway within the reaches of the dredging operations covered herein. The Contractor shall be accountable for and will be required to replace or restore at its expense the signs, camp facilities, water wells and tanks, markers, and mooring piles damaged or destroyed as a result of dredging operations herein specified.

3.4.6.3 Existing Structures and Improvements. When dredging in the proximity of bulkheads, piers and related fender systems, the Contractor shall use care to prevent damage to structures. The Contractor shall maintain a minimum 30-foot distance, unless shown, from structures located within the dredging limits.

3.4.7 Alternate Placement Area Proposed by Contractor After Award of Contract.

3.4.7.1 Alternate Placement Area(s). If, after award of the contract, a placement area(s) other than that specified herein is proposed, its acceptance will be subject to approval of the Contracting Officer. The Contractor shall furnish written permission from the owners for the use of the substitute placement area(s) and written permission from the owners of the properties involved in obtaining access to the substitute placement area(s). The Contractor shall coordinate the use of the substitute placement area(s) with Federal and State Natural Resource Agencies and shall submit, with its proposal, documentation that demonstrates compliance with the applicable laws and regulations pertinent to designation and coordination of dredged material placement area(s). The Galveston District shall be consulted for specific requirements. Expenses incurred in connection with providing and making available another placement area(s)

shall be borne by the Contractor. Materials deposited thereon and operations in connection therewith shall be at the Contractor's risk.

3.4.7.2 Data Submittal. The award of the modification will be subject to the approval of the proposed Contractor-furnished placement area(s) and unless the foregoing required data are furnished with the Contractor's request, the modification for the use of the proposed substitute placement area(s) will not be considered.

3.5 OVERDEPTH, SIDE, AND END SLOPES.

3.5.1. Overdepth. To cover inaccuracies of the dredging process, material actually removed from within the specific areas to be dredged to depths as specified in the Subparagraph: Table of Allowable Overdepth, Side and End Slopes below, will be estimated and paid for at contract price or prices.

3.5.2. Side and End Slopes. Material actually removed from within approved limits, to provide for final side and end slopes as specified in the Paragraph: OVERDEPTHS, SIDE AND END SLOPES above, but not in excess of the amounts originally above these limiting side and end slopes will be estimated and paid for, whether dredged in original position or by dredging space below the pay slope plane at the bottom of the slope for upslope material capable of falling into the cut. In computing the limiting amount of side and end slopes dredging, net dimensions, without allowance for overdepth, will be used.

3.5.3 Excessive Dredging. Material taken from beyond the limits as extended in the Subparagraphs: Overdepth, and Side and End Slopes, above, will be deducted from the total amount dredged as excessive overdepth dredging or excessive side or end slope dredging, for which payment will not be made. Nothing herein shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of either the SPECIFIC PROJECT REQUIREMENTS CLAUSES entitled FINAL EXAMINATION AND ACCEPTANCE or SHOALING.

3.5.4 Table of Allowable Overdepth, Side and End Slopes.

From Station	To Station	Allowable Overdept h (Feet Below Required Depth)	Final				Above
			Side Slope		End Slope		Plane (Feet Below MLT)
			Grade		Grade		
			Vertical	Horizontal	Vertical	Horizontal	
MATAGORDA SHIP CHANNEL							
9+000	----	----	----	----	1	3	38
9+000	116+251BK	2	1	3	----	----	38
116+251BK	----	----	----	----	1	3	38
POINT COMFORT TURNING BASIN - EXTENSION							
116+223FW	----	----	----	----	1	3	38
116+223FW	118+502	2, 1	1	3.5	----	----	29-36, 38
118+502	----	----	----	----	1	3.5	36

3.6 REPORTING REQUIREMENTS. The Contractor shall prepare and maintain a daily Dredging Report using the Galveston District's automated Contractor's Daily Report database. This database replaces SWG Form 89. The program will be provided to the Contractor using 3.5-inch diskettes at the pre-construction conference. Instructions and demonstration on the installation and use of this software will also be provided at the pre-construction conference. The Contractor will need an IBM compatible with a minimum of a 486/66 processor with 8 Mb of RAM running Microsoft Windows 3.11 or Microsoft Windows 95, Y2K compliant. Hard drive space needed to install the program and accommodate the data will be approximately 15 Mb. Printing will be best accomplished with either a LaserJet or Inkjet Printer on 8.5- by 11-inch paper in the portrait mode. Modem settings will be automatically handled at the point of transmission, but the Contractor is required to know what serial communications (COM) port it used for the modem (for example: COM1, COM2, or COM3). A telephone number for transmitting the data by modem to the District server will also be provided at the pre-construction conference. The Contractor will however have the discretion of submitting the data either by diskette or by modem. If the Contractor elects to submit the data by modem, the data shall be submitted on a daily basis. If the Contractor elects to submit the reports by diskette, the data will still be submitted on a daily basis when possible. Coordination on delays shall be made with the Area Engineer or its designated representative. The Contractor will be required to print and sign reports and submit the original hard copies to the Area Engineer to verify authentication. Monthly reports will be generated by the District Office using the reporting features of the database. If technical problems arise, the point-of-contact for this matter will be Tim Baumer at (409) 766-3874.

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